



## Wheelabrator Environmental Systems Inc.

A Wheelabrator Technologies Company  
Liberty Lane  
Hampton, NH 03842

Phone 603.929.3000

October 7, 1996

Secretary  
Interstate Commerce Commission  
1201 Constitution Avenue, N.W.  
Washington, DC 20004

Dear Secretary:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303 and the regulations thereunder is one original and one copy of each of (i) Fifth Supplement and Amendment to Indenture between Swindell-Dressler Leasing Company ("SDLCO") and Harris Trust and Savings Bank and Judy Bartolini, as security trustees (the "Fifth Supplement"), a secondary document dated as of August 7, 1996 and (ii) the Fifth Amendment to Equipment Lease between Swindell-Dressler Energy Supply Company ("SDESCO") and SDLCO (the "Fifth Amendment"), a secondary document dated as of August 7, 1996. The primary document to which the Fifth Supplement is connected is recorded under Recordation No. 9335-A. The primary document to which the Fifth Amendment is connected is recorded under Recordation No. 9334-A.

The names and addresses of the parties to the enclosed documents are as follows:

### Fifth Supplement

Debtor: Swindell-Dressler Leasing Company  
Liberty Lane  
Hampton, NH 03842

Security Trustees: Harris Trust and Savings Bank  
and Judy Bartolini  
111 West Monroe Street

### Fifth Amendment

Lessor: Swindell-Dressler Leasing Company  
Liberty Lane  
Hampton, NH 03842

INTERSTATE COMMERCE  
COMMISSION  
RECEIVED

OCT 8 10 14 AM '96

RECORDATION NO. 9334-E  
FILED 1425  
OCT 9 1996 2 10 PM  
RECORDATION NO. 9335-E  
OCT 9 1996 2 49 PM

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

OCT 9 2 05 PM '96

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Page 2  
October 7, 1996

Lessee: Swindell-Dressler Energy Supply Company  
Liberty Lane  
Hampton, NH 03842

A general description of the railroad equipment covered by the enclosed documents is as follows:

Ten (10) 3,850 cu. ft. capacity rapid discharge coal hopper cars manufactured by Ortner Freight Car Company bearing road mark and number SDEX 10728 to SDEX 10737, both inclusive.

A fee of \$44.00 (\$22.00 per document) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Michael F. O'Friel, Esq., Wheelabrator Environmental Systems Inc., 4 Liberty Lane West, Hampton, NH 03842.

A short summary of the documents to appear in the index follows:

**SECONDARY DOCUMENTS**

1. Fifth Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement with Recordation No. 9335-A between Swindell-Dressler Leasing Company and Harris Trust and Savings Bank and Judy Bartolini dated August 7, 1996 relating to ten (10) 3,850 cu. ft. capacity rapid discharge coal hopper cars manufactured by Ortner Freight Car Company bearing road mark and number SDEX 10728 to SDEX 10737, both inclusive.
2. Fifth Amendment to Equipment Lease with Recordation No. 9334-A between Swindell-Dressler Leasing Company and Swindell-Dressler Energy Supply Company dated August 7, 1996 relating to ten (10) 3,850 cu. ft. capacity rapid discharge coal hopper cars manufactured by Ortner Freight Car Company bearing road mark and number SDEX 10728 to SDEX 10737, both inclusive.

If you have any questions or comments, please call the undersigned at the above number.

Very truly yours,

*Michael O'Friel, av*

Michael F. O'Friel  
Assistant General Counsel  
Enclosures  
4164  
MFO/gb

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20425-0001

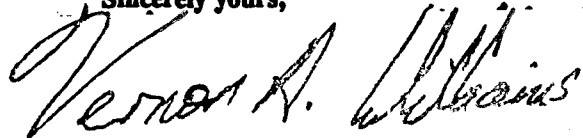
10/9/96

Michael F. O'Friel  
Assistant General Counsel  
Wheelabrator Environmental Systems, Inc.  
Liberty Lane  
Hampton, NH 03842

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of  
the Interstate Commerce Act, 49 U.S.C. 11303, on 10/9/96 at 2:10PM, and  
assigned recordation number(s). 9334-E and 9335-E.

Sincerely yours,

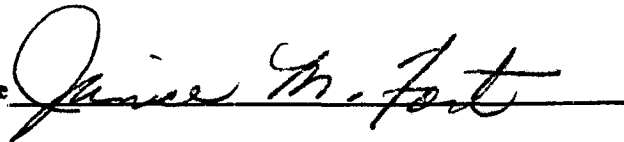


Vernon A. Williams  
Secretary

Enclosure(s)

\$4.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDATION NO. 9334 - E  
OCT 9 1996 - 2 14 PM  
INTERSTATE COMMERCE COMMISSION

---

---

FIFTH AMENDMENT TO EQUIPMENT LEASE

Dated as of August 7, 1996

Between

SWINDELL-DRESSLER LEASING COMPANY,

Lessor

and

SWINDELL-DRESSLER ENERGY SUPPLY COMPANY,

Lessee

---

---

### FIFTH AMENDMENT TO EQUIPMENT LEASE

THIS Fifth AMENDMENT dated as of August 7, 1996 (the "Fifth Amendment"), to Equipment Lease dated as of February 1, 1978, between SWINDELL-DRESSLER LEASING COMPANY, a Delaware corporation (the "Lessor") and SWINDELL-DRESSLER ENERGY SUPPLY COMPANY, a Delaware corporation (the "Lessee").

### W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore executed and delivered that certain Equipment Lease dated as of February 1, 1978, as amended by the Amendment to Equipment Lease dated as of July 1, 1978, the Second Amendment to Equipment Lease dated March 15, 1979, the Third Amendment to Equipment Lease dated as of November 15, 1990 and the Fourth Amendment to Equipment Lease dated as of May 31, 1994 (said Equipment Lease as so amended being hereinafter collectively referred to as the "Lease"), providing for the lease thereunder by the Lessor to the Lessee of Equipment as therein defined; and

WHEREAS, the Lessor and the Lessee desire to further amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Lessor and the Lessee hereby agree:

#### SECTION 1.      AMENDMENTS.

The Lease is hereby amended as follows:

(a) The definition of the terms "Equipment," "Item of Equipment" and "Item" set forth in Section 1 of the Lease shall be amended to read as follows:

"`Equipment' shall mean all, and `Item of Equipment' or `Item' shall mean each, of the Items of railroad rolling stock more fully described in Exhibits A-1, A-2, A-3, A-4, A-5, A-6 and A-7 attached hereto and made a part hereof and any Item substituted therefor pursuant to Section 13(b) hereof."

(b) The definition of the term "Manufacturer" and

"Manufacturers" set forth in Section 1 of the Lease shall be amended to read as follows:

"Manufacturer" shall mean each, and Manufacturers shall mean all, of the Manufacturers identified in Exhibits A-1, A-2, A-3, A-4, A-5, A-6 and A-7 attached hereto and made a part hereof."

(c) Section 13(b) of the Lease shall be amended in its entirety to read as follows:

"(b) Replacement of Equipment. When an Item of Equipment has suffered a Casualty Occurrence, the Lessee shall promptly, but in any event within one year after delivery of the notice with respect to such Casualty Occurrence, replace such Item with an Item of new standard gauge railroad equipment (the "Replacement Item") which shall be of the same character as the Equipment described in Schedule A-1, A-2, A-3, A-4, A-5, A-6 or A-7 hereto, which Replacement Item shall be of a quality and have a value and utility at least equal to that of the Item having suffered the Casualty Occurrence immediately prior to such Casualty Occurrence and which Replacement Item shall otherwise conform to the requirements of this Lease. Without limiting the foregoing, the Lessee shall at the time the Replacement Item is delivered hereunder, file with the Lessor and the Security Trustees in such number of counterparts as may reasonably be requested:

(i) a certificate of the President or a Vice President of the Lessee certifying that the Replacement Item is new standard gauge railroad equipment of substantially the same character as the Equipment described in Schedule A-1, A-2, A-3, A-4, A-5, A-6 or A-7 hereto, that it has been plated or marked as required by the provisions of Section 11(b) hereof and that the Replacement Item has a quality and value and utility at least equal to that of the Item having suffered the Casualty Occurrence immediately prior thereto;

(ii) an invoice marked paid by the seller of, and a bill of sale warranting to the Lessor good title free and clear of all liens and encumbrances whatsoever to, the Replacement Item, together with a supplement or amendment to this Lease and a Certificate of Acceptance in respect of the Replacement Item executed by the Lessee; and

(iii) an opinion of counsel for the Lessee to the effect that: (1) such bill of sale is valid and effective either alone or together with any other instruments

referred to in and accompanying such opinion, to vest in the Lessor title to the Replacement Item free from all claims, liens, security interests and other encumbrances, (2) that a proper supplement or amendment to this Lease in respect of the Replacement Item has been duly authorized, executed and delivered by the parties thereto and is legal, valid, binding and enforceable in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforceability of creditors' rights generally, (3) no consent, approval or authorization of any governmental authority is required on the part of the Lessee in connection with the execution and delivery of such supplement or amendment, and (4) such supplement or amendment (or financing statement or a similar notice thereof if and to the extent permitted or required by applicable law) has been filed for record or recorded in all public offices in the United States of America wherein such filing or recordation is necessary to protect the right, title and interest of the Lessor in and to the Replacement Item.

Upon compliance with the terms of this Section 13 (b), the Lessee shall dispose of the Item having suffered the Casualty Occurrence upon the terms and in the manner contemplated by Section 13 (d) hereof.

(d) Exhibit A-7 attached to this Fifth Amendment shall be and it is hereby added as a part of Exhibit A to the Lease.

(e) The "Description of Equipment" provision of Exhibit A-1 to the Lease is amended in its entirety to read as follows:

"One hundred fourteen (114) 3850 cu. ft. capacity coal "Rapid Discharge" coal hopper cars, bearing Road Mark and Numbers:

SDEX 10001 to SDEX 10008,	both inclusive;
" 10011 to " 10015,	" " ;
" 10018 to " 10025,	" " ;
" 10027 to " 10028,	" " ;
" 10030;	
" 10032;	
SDEX 10035 to SDEX 10037,	both inclusive;
" 10039 to " 10078,	" " ;
" 10080 to " 10094,	" " ;
" 10097;	
" 10099 to " 10102,	" " ;
" 10104 to " 10128,	" " ; and,

" 10130."

(f) The "Description of Equipment" provision of Exhibit A-2 to the Lease is amended in its entirety to read as follows:

"One hundred seventeen (117) 100-ton capacity quadruple open top, double automatic discharge door "Standard T-16" coal hopper railroad cars bearing Road Mark and Numbers:

SDEX 10131 to SDEX 10134, both inclusive;  
" 10136 to " 10156, " " ;  
" 10158 to " 10167, " " ;  
" 10169 to " 10172, " " ;  
" 10175 to " 10185, " " ;  
" 10187 to " 10188, " " ;  
" 10190 to " 10193, " " ;  
" 10195 to " 10210, " " ;  
" 10212 to " 10231, " " ;  
" 10233;  
" 10236 to SDEX 10237, both inclusive;  
" 10239 to " 10255, " " ;  
" 10257 to " 10260, " " .

(g) The "Description of Equipment" provision of Exhibit A-3 to the Lease is amended in its entirety to read as follows:

"Eighty five (85) 3850 cu. ft. capacity coal "Rapid Discharge" coal hopper cars, bearing Road Mark and Numbers:

SDEX 10261 to SDEX 10262, both inclusive;  
" 10264 to " 10273, " " ;  
" 10277 to " 10284, " " ;  
" 10287 to " 10294, " " ;  
" 10296 to " 10297, " " ;  
" 10299 to " 10304, " " ;  
" 10306 to " 10311, " " ;  
" 10313 to " 10315, " " ;  
" 10317 to " 10320, " " ;  
" 10322;  
" 10324;  
" 10326;  
" 10328 to " 10329, " " ;  
" 10331 to " 10336, " " ;  
" 10341;  
" 10343;  
" 10345 to SDEX 10347, both inclusive;  
" 10349;



" 10351 to SDEX 10358, both inclusive;  
 " 10361 to " 10365, " " ;  
 " 10367 to " 10372, " " .

(h) The "Description of Equipment" provision of Exhibit A-4 to the Lease is amended in its entirety to read as follows:

"Two hundred sixteen (216) 100-ton capacity quadruple open top, double automatic discharge door "Standard T-1611 coal hopper railroad cars bearing Road Mark and Numbers:

SDEX 10373 to SDEX 10376, both inclusive;  
 " 10378;  
 " 10381 to SDEX 10389, both inclusive;  
 " 10391 to " 10392, " " ;  
 " 10394 to " 10399, " " ;  
 " 10401 to " 10403, " " ;  
 " 10405 to " 10406, " " ;  
 " 10409 to " 10410, " " ;  
 " 10412 to " 10417, " " ;  
 " 10419 to " 10424, " " ;  
 " 10426 to " 10427, " " ;  
 " 10431 to " 10434, " " ;  
 " 10438;  
 " 10440 to SDEX 10445, both inclusive;  
 " 10447 to " 10448, " " ;  
 " 10450 to " 10457, " " ;  
 " 10460 to " 10462, " " ;  
 " 10464 to " 10470, " " ;  
 " 10472 to " 10479, " " ;  
 " 10481 to " 10484, " " ;  
 " 10486 to " 10488, " " ;  
 " 10490 to " 10492, " " ;  
 " 10494;  
 " 10496 to SDEX 10499, both inclusive;  
 " 10501 to " 10506, " " ;  
 " 10508 to " 10514, " " ;  
 " 10516;  
 " 10518 to SDEX 10520, both inclusive;  
 " 10522 to " 10531, " " ;  
 " 10533 to " 10540, " " ;  
 " 10543 to " 10552, " " ;  
 " 10554 to " 10565, " " ;  
 " 10568 to " 10571, " " ;  
 " 10573 to " 10597, " " ;  
 " 10600 to " 10601, " " ;  
 " 10603;  
 " 10605 to SDEX 10615, both inclusive;  
 " 10617 to " 10618, " " ;

" 10620 to " 10621, " " ;  
" 10623 to " 10631, " " ;  
" 10633 to " 10637, " " ;

SECTION 2.      MISCELLANEOUS.

(a) Except to the extent hereby amended and modified, the Lease is in all respects ratified, confirmed and approved.

(b) This Fifth Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one instrument.

(c) Whenever in any certificate, letter, notice or other instrument reference is made to the Lease, such reference without more shall include reference to this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

LESSOR:

SWINDELL-DRESSLER LEASING COMPANY

[SEAL]

By: *Gary J. Testa*

Gary J. Testa

Its: Vice President

ATTEST:

*Michael F. O'Neil*

Its: *Asst. Secretary*

LESSEE:

SWINDELL-DRESSLER ENERGY SUPPLY COMPANY

[SEAL]

By: *Gary J. Testa*

Gary J. Testa

Its: Vice President

ATTEST:

*Michael F. O'Neil*

Its: *Asst. Secretary*

STATE OF NEW HAMPSHIRE )  
 ) SS  
COUNTY OF ROCKINGHAM )

BEFORE ME, the undersigned authority, on this day personally appeared Gary J. Jesta, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 7<sup>th</sup> day of Aug., A.D. 1996.

Barbara Rindfleisch  
Notary Public in and for  
Rockingham County, New Hampshire

My Commission expires:

BARBARA RINDFLEISCH, Notary Public  
My Commission Expires May 19, 2000

STATE OF NEW HAMPSHIRE )  
 ) SS  
COUNTY OF ROCKINGHAM )

BEFORE ME, the undersigned authority, on this day personally appeared Gary J. Jesta, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 7<sup>th</sup> day of Aug., A.D. 1996.

Barbara Rindfleisch  
Notary Public in and for  
Rockingham County, New Hampshire

My Commission expires:

BARBARA RINDFLEISCH, Notary Public  
My Commission Expires May 19, 2000

DESCRIPTION OF EQUIPMENT

MANUFACTURE: Ortner Freight Car Company

PLANT OF MANUFACTURER: Mt. Orab, Ohio

DESCRIPTION OF EQUIPMENT: Ten (10) 3850 cu. ft.  
capacity "Rapid Discharge"  
coal hopper cars, bearing  
Road Mark and Number SDEX  
10728 to SDEX 10737 both  
inclusive.

SPECIFICATIONS: Drawing OC-5021-1 dated October 10,  
1978

PURCHASE PRICE: \$13,500 per item (\$135,000 for 10  
items)

DELIVER TO: Swindell-Dressler Energy Supply  
Company

PLACE OF DELIVERY: Amarillo, Texas

OUTSIDE DELIVERY DATE: September 17, 1993

EXHIBIT A-7  
(to Equipment Lease)